

First Amendment to the Contract

This First Amendment to the Contract for Iowa Medicaid Enterprise Services (the "Contract") between the State of Iowa, Department of Human Services (the "Agency" or "DHS") and Myers and Stauffer LC (the "Contractor") effective as of July 1, 2010 is made pursuant to Section 19.6 of the Contract. This Amendment is effective as of the date of full execution of this Amendment, and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

1. **Rescission of First Amendment.** The parties previously entered into a First Amendment to the Contract, with a date of last signatures of June 14, 2011 and November 22, 2011. Those Amendments contained a technical error. The parties hereby rescind that First Amendment and replace the document this is **First Amendment to the Contract**.
2. **Amendment to the Contract.** Section 1, Identity of the Parties, of the Contract is hereby modified by changing the address of the Contractor to:

Myers and Stauffer LC
4123 SW Gage Center Dr.
Suite 200
Topeka, KS 66604-1833

3. **Amendment to the Contract.** Section 5, Scope of Work and Service Requirements, of the Contract is hereby modified by adding the following language at the end of the section:

The additional Scope of Work attached to the First Amendment as Attachment 5 is incorporated herein by reference.

4. **Amendment to the Contract.** Section 7.1, Performance Based Contract, of the Contract is modified by adding the following language at the end of the section.

In addition to the amounts set forth above, for the scope of work as outlined in the First Amendment as Attachment 5, Contractor may invoice DHS at the rate of \$100 per hour and shall invoice for actual hours performed in the month following the month in which hours are incurred. Payments for work performed pursuant to Attachment 5 shall not exceed \$666,250.

5. **Ratification, Authorization, and Contingency.** Except as expressly amended and supplemented herein, the Contract shall remain in force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, to otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation

upon itself in accordance with its terms. This amendment is subject to and contingent upon CMS approval.

6. **Execution.** IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

State of Iowa, acting by and through the Iowa Department of Human Services

By: C. M. Palmer Date: 3-5-12
Charles M. Palmer, Director

Myers and Stauffer LC (Contractor)

By: Amy C. Perry Date: 2-27-12
Amy C. Perry, Member

Attachment 5

Scope of Work

Key Activity: ICD-10 Implementation

Contractor Responsibilities: Provide a full time equivalent Medicaid Policy Analyst to perform the following duties:

- Conduct policy artifact reviews
- Work with DHS to identify emerging policy issues, conduct object analysis and formulate policy options
- Facilitate communications with policy staff to successfully identify variances between policy and technical definitions
- Capture business requirements related to policy
- Review business requirements from IME Units as part of approval process
- Coordinate the collection of business requirements from the assigned units
- Transfer knowledge to IME staff to support the transition to ICD-10
- Monitor ICD-10 implementation risks and provide input to mitigation strategies
- Participate in ICD-10 testing efforts
- Be available to assist project team implement the approved project plan

Deliverables:

- ICD-10 Work Plan for area of responsibility
- ICD-10 Business Requirements for area of responsibility
- ICD-10 Master Test Plan

Key performance measures:

- Attend 70% of requested meetings regarding ICD-10
- Review project documents within 3 business days of request.

Exceptions may be given by PCA Unit Manager, ICD-10 Project director, or ICD-10 Project Manager